



## Section 1: South Carolina Interactive Subscriber Registration Agreement

You must be a Monthly Account Holder to access certain e-Government services through the SC.Gov portal.

To register, read all the information carefully, complete and sign this Agreement along with any additional forms required to subscribe to a service and return it to us at the address below, you may fax (803-771-7660) the Agreement for faster processing. However, you must also promptly mail documents with original signature(s) to:

South Carolina Interactive, LLC  
1301 Gervais Street, Suite 710  
Columbia, South Carolina 29201

The annual SC.Gov subscription fee is \$75.00 and is billed to your monthly account when your Subscriber Registration Agreement is received and approved and will appear on your first month's invoice. Thereafter, the annual renewal is \$75.00 and is billed to your account automatically. The annual SC.Gov subscription fee allows account holders to access any of the SC.Gov subscriber services.

In addition to a subscription, certain SC.Gov services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services require additional forms and approvals. These forms and information on all fees is provided as an attachment to this Registration Agreement or on the associated Internet pages. Any statutory or usage fees are billed on a monthly basis; annual subscription and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this Agreement, please contact South Carolina Interactive, LLC (SCI), which manages the services for SC.Gov, at 803-771-0131 or email [support@portal.sc.gov](mailto:support@portal.sc.gov).

### Signing up is easy. . .

- 1) You will need a computer with a modem or other Internet connectivity hardware, Internet software and an Internet service provider.
- 2) **Sign and return this Agreement to the address above.** Upon receipt of the signed and completed Agreement, South Carolina Interactive will notify you of receipt of the Agreement and provide passwords, if applicable. Email addresses for users are required to receive electronic notification. You will be billed on a monthly basis for your monthly account usage if applicable.

I have read and agree to the terms and conditions of South Carolina Interactive, LLC's SC.Gov Monthly Account Holder (if applicable) and Registration Agreement as presented.

#### CUSTOMER SIGNATURE – sign here

Signature

Date

Name (printed)

Title

#### For Office Use Only

SCI Account Number \_\_\_\_\_

Classification \_\_\_\_\_

SCI Signature \_\_\_\_\_  
General Manager

Date \_\_\_\_\_

## Section 2: Subscriber Information

**Mailing  
Address**

Organization Name: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ FAX: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Billing  
Address**

For Billing – All usage fees incurred will be totaled and billed monthly.

Please Select One:

☐ Monthly Online Invoice

*(When your invoice is ready, notice will be sent to the email address listed above. This notice will come from [invoices@portal.sc.gov](mailto:invoices@portal.sc.gov). SC.gov no longer mails invoices.)*

☐ ACH Draft/Auto Pay Option *(This is the required method of payment if you have selected to purchase Secretary of State's Office Bulk data, UCC Images or Notary Registrations through SCI or if you have selected to file UCC statements through the web service API.)*

*(Usage fees are deducted from a designated checking account either monthly or annually according to the services you wish to purchase.)*

Bank Name \_\_\_\_\_

Routing # \_\_\_\_\_

Account # \_\_\_\_\_

Would you like to be notified when we have new online services?

☐ No

☐ Yes, e-mail to main contact e-mail address given

☐ Yes, e-mail to other: \_\_\_\_\_

The service(s) below allow for up to 10 user ID/Passwords. Please list each individual who is to have access to the requested service(s) in the following user designation information.

More users may be added by purchasing another subscription. For more than 10 users, please contact South Carolina Interactive.

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Name(s) to be registered to account: (max. 10 users per account – For-free Services only).  
(Monthly Account Signor must also be listed here to obtain user name and password.)

	Name	E-Mail Address	User ID
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

### Section 3: South Carolina Interactive *Monthly Account Holder Agreement*

The Monthly Account Holder and South Carolina Interactive, LLC (hereinafter "SCI") the Portal Manager for SC.Gov, contract for the provision of services from SC.Gov to Monthly Account Holder as per the Terms and Conditions below. SCI provides on-line access, from terminals or personal computers, to a number of SC.Gov databases with related services. Monthly Account Holder wishes to use the services made available by SCI.

#### Terms and Conditions

1. This Agreement sets forth the terms and conditions under which SCI will provide services to Monthly Account Holder.
2. SCI reserves the right to withdraw any service without consulting Monthly Account Holder prior to withdrawing such service and shall have no liability whatsoever to Monthly Account Holder in connection with deletion of any such service.
3. Monthly Account Holder acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement, and other notices provided to Monthly Account Holder by SCI, constitutes the entire agreement between the parties. This Agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Monthly Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Monthly Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
  - a. Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by SCI in its sole discretion.
  - b. ID/Account Numbers: SCI will issue to the Monthly Account Holder a maximum of 10 ID/account numbers per annual fee. Monthly Account Holder is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Monthly Account Holder is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Monthly Account Holder.
  - c. Access: Monthly Account Holder is solely responsible for the selection and procurement of any equipment and communication lines.
  - d. Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through SCI and SC.Gov services.
  - e. Use of information: Monthly Account Holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through SCI. Monthly account holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by SCI.
  - f. Subscription and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly Account Holder to have access to those services.
5. Payment
  - a. Invoices for all services rendered will be prepared by SCI and provided by SCI to Monthly Account Holder. Rates shall be in accordance with the current SC.Gov rate schedule. Terms of invoice payment shall be net twenty (20) days.
  - b. In addition to the rates contained herein, Monthly Account Holder shall pay SCI for all sales, use, and excise taxes incurred by SCI in providing services to Monthly Account Holder if applicable. SCI makes no representations as to the liability or exemption from liability of the Monthly Account Holder to any tax imposed by any governmental entity.
  - c. Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Monthly Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
  - d. Payment Options: (Monthly account holder selects one)
    - i. Auto Check Option – Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly or quarterly subscription fees out of checking account monthly.
    - ii. Monthly Invoice – SCI bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly subscription fees.

- iii. Credit Card Option- Credit Card Company automatically pays the amount of usage and filing fees, including any annual, monthly, or quarterly subscription fees, upon presentment of statement of charges electronically by billing service for SCI. *(SCI does not currently provide this option.)*
  - e. Default: An account is in default if it is past due or if Monthly Account Holder should declare a bankruptcy or insolvency. In the event of default, SCI may, at its sole option, block the Monthly Account Holder from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent SCI from exercising this option at any other time or degree of delinquency.
- 6. Limitation of Liability
  - a. The remedies set forth in this Agreement are exclusive and in no event shall SCI , its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability such damages shall in any event be limited to the charges paid for the previous month by Monthly Account Holder for the services in connection with which a claim of liability is asserted or imposed.
  - b. Monthly Account Holder agrees that SCI will not be liable for any claim or demand of any nature or kind whether asserted against SCI or against Monthly Account Holder by any third party, arising out of the services or materials provided or their use; Monthly Account Holder agrees to indemnify and hold SCI harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Agreement.
  - c. SCI shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service.
  - d. No action or suit, regardless of form, other than an action for payments due SCI , arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
  - e. SCI, the State of South Carolina, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on SC.Gov or through SCI shall at no time be liable for any errors in or omissions from information available on SC.Gov or through SCI.
- 7. Warranty
  - a. SCI makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While SCI and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
  - b. Monthly Account Holder warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through SCI.
- 8. Rate/Fee Changes
  - a. Rates/Fees are as set forth in the Monthly Account Service Agreement insert and are established by SCI in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.)
  - b. The parties may enter into a fixed-term agreement setting forth a set rate/fee for a specified term. Any such agreement will be evidenced and detailed in writing.
- 9. Renewals
 

Monthly Account Holder's accounts renew annually automatically on the last day of their anniversary month unless SCI is notified in writing to the contrary. Some accounts may have an annual renewal that is not based on anniversary date and those accounts will automatically renew on a predetermined calendar period (i.e. January of every year). The appropriate annual fee will be applied in the billing for that month.
- 10. Limitations
  - a. Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account number(s), use data received from or through SCI or SC.Gov in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
  - b. Monthly Account Holder specifically recognizes and affirms that he, or any other party acting by or through Monthly account holder or using Monthly account holder's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
  - c. Monthly Account Holder understands that his SCI or SC.Gov service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.
  - d. Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly Account Holder by SCI or through SC.Gov.

- e. Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by SCI and are subject to audit and examination for compliance with applicable limitations on use.
11. Trade name / Trademark
- Monthly Account Holder agrees that he/she will not use the trademarks "South Carolina Interactive" or "SC.Gov" or any of SC.Gov's or South Carolina Interactive's services identified in any fashion unless specifically authorized to do so in writing by South Carolina Interactive.
12. General
- a. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by it.
  - b. Waiver: The waiver, modification, or failure to insist by SCI on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of SCI's right to performance of any such term or terms.
  - c. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
  - d. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of South Carolina as such laws are applied to contracts made and to be performed entirely in South Carolina, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in South Carolina and in no other jurisdiction.
  - e. Assignment: This Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer shall be null and void and of no force or effect. SCI may assign this Agreement and/or the payments due to SCI without notice to or requirement for Monthly Account Holder's permission or approval.
13. South Carolina Interactive LLC, a South Carolina limited liability company, manages SC.Gov and the day-to-day operations and activities of the portal under one or more contracts with the State of South Carolina.

## Section 4: Select Online Services

You may select the Online Services to which you or your organization would like to have access. Please note that certain services require additional forms and approvals. Please check the service desired:

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### ☐ Online Access to South Carolina Department of Motor Vehicles – Drivers History Report

The Online Driver's History provides access to South Carolina Department of Motor Vehicle Driver History information. In addition to the annual subscription fee, authorized users pay \$7.25 for each record requested. Access to Drivers History Information is provided through South Carolina Interactive in cooperation with the South Carolina Department of Motor Vehicles (the "SCDMV") and is governed by the Federal Driver's Privacy Protection Act of 2000 (DPPA).

In order to use this service, you must be a registered South Carolina Interactive user. To receive the personal information section contained in the Motor Vehicle Record, a registered user must complete a Personal Information Release Agreement with the SCDMV in addition to this registration form. You may obtain the SCDMV's Personal Information Release Agreement from SCI.

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### ☐ Online Access to Department of Social Services Responsible Father Registry Search

The Online Responsible Father Registry provides access to search for unmarried biological fathers who affirmatively assume responsibility for children they may have fathered by registering with the Responsible Father Registry. In addition to the annual subscription fee, authorized users pay \$50.00 for each search performed. Access to search the Responsible Father Registry is provided through South Carolina Interactive in cooperation with the South Carolina Department of Social Services and is governed by Sections 63-9-810 and 63-9-820 of the South Carolina Code of Laws.

In order to use this service, you must be a registered SCI user. The registry is not available for public inspection and is not subject to FOIA. In order to gain access to search the registry, a user must first fill out the Request for Authorization to Search form and obtain approval from the South Carolina Department of Social Services. You may obtain the Request for Authorization to Search form from the Department of Social Services.

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### ☐ Online Access to South Carolina Secretary of State's Office UCC Online – Filing, Search and Document Retrieval of UCC Financing Statements

UCC Online provides businesses and citizens with online access to file, search and retrieve Uniform Commercial Code (UCC) financing statements filed at the South Carolina Secretary of State's Office.

In addition to the annual subscription fee, authorized users pay applicable fees for each filing and search request. Access to UCC Online is provided through South Carolina Interactive in cooperation with the South Carolina Secretary of State's Office and is governed by Sections 36-9-501 and 36-9-601 of the South Carolina Code of Laws.

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**❑ Online Access to South Carolina Secretary of State's Office UCC Bulk Data**

- The South Carolina Secretary of State's Office charges an annual fee of \$12,000 for access to monthly CSV files of all public information associated with UCC filings.
- This fee is in addition to the SCI subscriber fee and both must be paid before obtaining access to the data. Fees will not be prorated and no refunds will be issued.
- This must be paid by ACH Draft/Auto Pay option as noted on page 2 of this Agreement.
- Access is granted in accordance with the state's fiscal year: July 1- June 30.
- In order to use this service, you must be a registered SCI user and provide the following information: FTP URL, FTP Username and FTP Password. The FTP Password must be a non-expiring password.
- You must create a folder named "puts" in the root directory. The SCI application looks for this folder in order to move the files.
- Data will be sent on the 5<sup>th</sup> of each month.
- File Name(Flat Files): **UCC\_1.zip, UCC\_3.zip, UCC\_PARTY.zip and UCC\_PARTY\_CONN.zip**

FTP URL: \_\_\_\_\_

FTP Username: \_\_\_\_\_

FTP Password: \_\_\_\_\_

Is this site SFTP?    Yes    or    No (circle one)

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**❑ Online Access to South Carolina Secretary of State's Office Corporation Bulk Data**

- The South Carolina Secretary of State's Office charges an annual fee of \$12,000 for access to monthly CSV files of all public information associated with Corporation filings.
- This fee is in addition to the SCI subscriber fee and both must be paid prior to obtaining access to the data. Fees will not be prorated and no refunds will be issued.
- This must be paid by ACH Draft/Auto Pay option as noted on page 2 of this Agreement.
- Access is granted in accordance with the state's fiscal year: July 1- June 30.
- In order to use this service, you must be a registered SCI user and provide the following information: FTP URL, FTP Username and FTP Password. The FTP Password must be a non-expiring password.
- You must create a folder named "puts" in the root directory. The SCI application looks for this folder in order to move the files.
- Data will be sent on the 5<sup>th</sup> of each month.
- Files **\*CORP\_NAMES.ZIP, CORP\_TXN.ZIP and CORPORATION.ZIP\***

FTP URL: \_\_\_\_\_

FTP Username: \_\_\_\_\_

FTP Password: \_\_\_\_\_

Is this site SFTP?    Yes    or    No (circle one)



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**❑ Online Access to South Carolina Secretary of State's Office UCC and Corporation Bulk Data**

- The South Carolina Secretary of State's Office charges an annual fee of \$20,000 for access to monthly CSV files of all public information associated with UCC and Corporation filings.
- This fee is in addition to the SCI subscriber fee and both must be paid before obtaining access to the data. Fees will not be prorated and no refunds will be issued.
- This must be paid by ACH Draft/Auto Pay option as noted on page 2 of this Agreement.
- Access is granted in accordance with the state's fiscal year: July 1- June 30.
- In order to use this service, you must be a registered SCI user and provide the following information: FTP URL, FTP Username and FTP Password. The FTP Password must be a non-expiring password.
- You must create a folder named "puts" in the root directory. The SCI application looks for this folder in order to move the files.
- Data will be sent on the 5<sup>th</sup> of each month.
- File Name(Flat Files): **UCC\_1.zip, UCC\_3.zip, UCC\_PARTY.zip and UCC\_PARTY\_CONN.zip**
- Files **\*CORP\_NAMES.ZIP, CORP\_TXN.ZIP and CORPORATION.ZIP\***

FTP URL: \_\_\_\_\_

FTP Username: \_\_\_\_\_

FTP Password: \_\_\_\_\_

Is this site SFTP?    Yes    or    No (circle one)

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**❑ Online Access to South Carolina Secretary of State's Office UCC Images**

- The South Carolina Secretary of State's Office charges a monthly fee of \$4,500 for access to weekly copies of UCC filings by file date. This fee is in addition to the SCI subscriber fee and both must be paid prior to obtaining access to the data.
- This must be paid by ACH Draft/Auto Pay option as noted on page 2 of this Agreement.
- Data will be sent on the first Sunday of the month following receipt of full payment.
- If you'd like to apply a payment towards a partial month's data and begin receiving files on the first Monday following receipt of full payment, please call (803) 771-0131 x100. Fees will not be prorated and no refunds will be issued.
- In order to use this service, you must provide the following information: FTP URL, FTP Username and FTP Password. The FTP Password must be a non-expiring password.
- You must create a folder named "puts" in the root directory. The SCI application looks for this folder in order to move the files.
- Data will be sent out on each Sunday for the images of the last 7 days (Sunday – Saturday).
- File Name (Tiff File): File Name **\*UCCImagesmmddyyyy\_to\_mmddyyyy.tif\***

FTP URL: \_\_\_\_\_

FTP Username: \_\_\_\_\_

FTP Password: \_\_\_\_\_

Is this site SFTP?    Yes    or    No (circle one)

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**❑ Online Access to South Carolina Secretary of State's Office Monthly Corporation New Filings Bulk Data**

- The South Carolina Secretary of State's Office charges an annual fee of \$3,850 or a monthly fee of \$350 for access to monthly files of all publicly available information for new corporation filings (original and other) associated with the Corporation database.
- This fee is in addition to the SCI subscriber fee and both must be paid prior to obtaining access to the data.
- This must be paid by ACH Draft/Auto Pay option as noted on page 2 of this Agreement.
- Access will begin on the 4<sup>th</sup> day of the month following receipt of full payment.
- If you'd like to apply a payment towards the previous month's data and have access to those files through the 4<sup>th</sup> day of the following month, please call (803) 771-0131 x100. Fees will not be prorated and no refunds will be issued.
- For those paying annually, access is granted through the end of the state's fiscal year: June 30.
- Data will be available for download on the 4<sup>th</sup> day of each month for the previous month's data and will be available until the 3rd day of the following month.
- Login to download the data: <https://ucconline.sc.gov/UCCSubscriber/Login/Login.aspx>
- File Name \***Corporation.xls**\*

I want to be charged:   Annually or   Monthly (circle one)

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**❑ Online Access to South Carolina Secretary of State's Office Notary Registrations**

- The South Carolina Secretary of State's Office charges an annual fee of \$2,200 or a monthly fee of \$200 for access to monthly CSV files of all new registrations (original and other) associated with Notaries.
- This fee is in addition to the SCI subscriber fee and both must be paid prior to obtaining access to the data.
- This must be paid by ACH Draft/Auto Pay option as noted on page 2 of this Agreement.
- Access will begin on the first Monday in the month following receipt of full payment.
- If you'd like to apply a payment towards access to a partial month's data and begin accessing files on the first Monday following receipt of full payment, please call (803) 771-0131 x100. Fees will not be prorated and no refunds will be issued.
- For those paying annually, access is granted through the end of the state's fiscal year: June 30.
- Data will be available for download each Monday morning and will be available until the following Sunday evening.
- Login to download the data: <https://ucconline.sc.gov/UCCSubscriber/Login/Login.aspx>

I want to be charged:   Annually or   Monthly (circle one)